



C-07-211

Contract # **4461**
(obtain from City Clerk)**CONTRACT REVIEW/APPROVAL ROUTING FORM****INSTRUCTIONS:****1. First time original contracts**

- a. Contact City Clerk's Office for Contract Number
- b. One copy of the Contract Routing Form
- c. Two original contract documents

FILED

OCT 09 2007

2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
- b. One copy of the Contract Routing Form
- c. Two original amendments/change orders
- d. One copy of the original contract

**CITY CLERK
CITY OF SHORELINE
CONTRACT DESCRIPTION**

Originator:	Ian Sievers	Routed by:	Darcy Greenleaf
Department/Division:	City Attorney's Office	Date:	September 12, 2007
Type of Contract:	<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other		
	<input type="checkbox"/> (GR) Grants <input checked="" type="checkbox"/> (S) Purchase of Services		
	<input type="checkbox"/> (L) Lease Agreement <input type="checkbox"/> (I) Intergov't Agreement		
CONTRACT TITLE:	Prosecution Services		
Brief Description of Services:			
Contract Modification:	Has the original contract boilerplate language been modified?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, list which sections have been modified:			
Bid/RFP Number:			
Name of Consultant/Contractor:	Sarah Roberts		
Effective Date:	1/01/08	Termination Date:	12/31/09 with 2 one year options

Total Amount of Contract (including reimbursable expenses):

Org Key – Obj Number:	2004029-5410	Amount:	\$159,000.00	J/L Number (if required):	
Org Key – Obj Number:		Amount:		J/L Number (if required):	
Org Key – Obj Number:		Amount:		J/L Number (if required):	
Org Key – Obj Number:		Amount:		J/L Number (if required):	

Budget:	Are there sufficient funds in the current budget to cover this contract?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If no, where are the additional funds coming from?		
Payment Terms (monthly installments, progress payments, etc.):	Monthly	
Remarks:		

SIGNATURE ROUTING

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Project Manager/Director | <input checked="" type="checkbox"/> 6. City Manager |
| <input checked="" type="checkbox"/> 2. Risk Management/Budget | - or - |
| <input checked="" type="checkbox"/> 3. City Attorney | <input type="checkbox"/> Dept. Director |
| <input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents) | <input checked="" type="checkbox"/> 7. City Clerk |
| <input checked="" type="checkbox"/> 5. City Council Approval (if required) 10/08/07 | <input checked="" type="checkbox"/> 8. Originating Dept. |

ASD 10-09-07

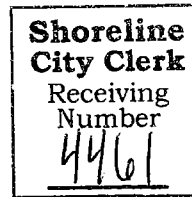
AB 10-9-07

Approved by Council 10-08-07



Contract No. 4461

Brief Description: Prosecution Services



CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and Law Office of Sarah Roberts, hereinafter referred to as the "ATTORNEY."

WHEREAS, the City desires to retain the services of a Attorney for prosecution services,

WHEREAS, the City has selected Sarah Roberts to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Attorney.

The Attorney shall perform the services outlined in Exhibit A. In performing these services, the Attorney shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional and ethical standards of conduct and performance of the Washington State Bar Association.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of Twelve Thousand Five Hundred Dollars (\$12,500), per month beginning January 2008, including all fees and expenses, plus One Hundred Dollars (\$100) per hour for RALJ appeals over ten during any calendar year, not to exceed One Hundred Fifty Nine Thousand Dollars (\$159,000).
- B. The City shall pay the Attorney for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Attorney shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City or City Council through its budget and appropriations process. The Attorney shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, City Attorney's Office, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Time of Completion

- A. The term of the Agreement commences January 1, 2008 and terminates at midnight on the 31st day of December 2009, unless terminated earlier by either party as provided for herein. Provided, however contract terms other than the payment of the monthly retainer under 2A shall be extended to complete work on pending cases or appeals after any term. Payment for casework beyond the term is provided in Exhibit A III.
- B. The City, through the City Manager, and within its sole discretion, may extend this contract for two additional one-year terms upon sixty days written notice to Attorney.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving sixty (60) days notice to Attorney in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Attorney pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Attorney shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Attorney. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Attorney reserves the right to terminate this Agreement with or without cause not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Attorney is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Attorney in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Attorney are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Attorney harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Attorney upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Attorney shall preserve the confidentiality of all City documents and data accessed for use in Attorney's work product.

6. Independent Contractor Relationship.

- A. The Attorney is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Attorney and the City during the period of the services shall be that of an independent contractor, not employee. The Attorney, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Attorney shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Attorney shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Attorney is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Attorney or any employee of the Attorney.

7. Hold Harmless.

The Attorney shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all costs, claims, or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors or omissions of the Attorney, its agents or employees in the

performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. Insurance.

Attorney shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Attorney's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Attorney's insurance (except for professional liability insurance); and 2) Attorney's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

B. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

9. Delays.

Attorney is not responsible for delays caused by factors beyond the Attorney's reasonable control. When such delays beyond the Attorney's reasonable control occur, the City agrees the Attorney is not responsible for damages, nor shall the Attorney be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the Attorney shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

Attorney Name: Sarah Roberts
Address: 18050 Meridian Avenue North
Address: Shoreline, WA 98133
Phone Number: 206-205-5684

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

14. General Administration and Management.

The City's contract manager shall be: Ian R. Sievers, City Attorney.

15. Severability.

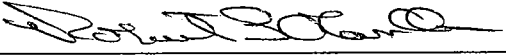
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Attorney, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

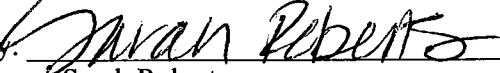
This agreement is executed by

CITY OF SHORELINE

By: 
Name: Robert L. Olander
Title: City Manager

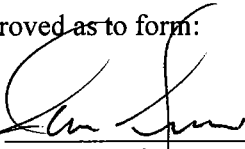
Date: 10/09/07

ATTORNEY

By: 
Name: Sarah Roberts
Title: Shoreline City Prosecutor

Date: 10/0/07

Approved as to form:

By: 
Ian R. Sievers
City Attorney

Attachments: Exhibits A, B, C

EXHIBIT A
CITY OF SHORELINE
SCOPE OF SERVICES

I. Scope of Services

Attorneys shall provide prosecution services to the City for individuals charged with misdemeanor or gross misdemeanors filed by the City of Shoreline in Shoreline Municipal Department of Shoreline District Court. Representation at in-custody preliminary hearings and arraignments at the King County Jail or Regional Justice Center is not required. Bench trials of non-traffic infractions, vehicle impound hearings and traffic infractions involving accidents are also covered by the contract.

Services include:

- Charging through criminal complaints based on officer reports
- Preparing pleas and pleadings
- Arraignment and pre-hearing conferences (non-custodial)
- Provide assistance to victims of domestic violence including telephone counseling assessing the victims' immediate safety needs, and assisting with appropriate resources.
- Provide victims and witnesses with information about the legal process and options available to them through the legal system.
- Assist victims of domestic violence with obtaining protective orders and restraining orders whether or not criminal charges have been filed.
- Scheduling trials
- Attending hearings (including motion and probation review hearings)
- Conducting research
- Trial preparation
- Conduct trial
- Sentencing hearings
- Appeals, prosecution and defense
- Probation review and revocation

The Attorney will provide all supplies, equipment and an adequate number of counsel to efficiently manage the court calendar, in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody. Sufficient counsel shall be provided to prosecute cases during vacation and illness.

The Attorney will prosecute all defendants unless the Rules of Professional Responsibility prohibit representation of the City.

Representation may extend through final disposition of assigned cases including any appeals filed and post conviction probation violations if required by LPC's or required by the City. In such cases, the hourly rate in Section III shall apply.

II. Time and Reporting Requirements

- Monthly billings prepared ten (10) working days after the end of each calendar month using the City's Professional Services Invoice form (Exhibit B).
- Quarterly reports showing offender, offense(s), case number, hearing dates, and case disposition.
- Conferences with the City's representative as needed to review performance, develop and monitor performance benchmarks, review issues of common concern.
- District Court or City initiated meetings to review, revise or enhance district court operations.

III. Fees and Costs.

Work performed for prosecution services shall be billed at the flat monthly rate of Twelve Thousand Five Hundred Dollars (\$12,500), including all fees and expenses, beginning in January 2008. The monthly retainer shall include up to ten RALJ appeals each calendar year. Additional appeals and work required or requested beyond contract term shall be billed at One Hundred Dollars (\$100) per hour.

Fees shall be adjusted by 90% of the increase for CPI-U (June), at the beginning of each calendar year, beginning January, 2009.

IV. Payment Terms

A service charge shall accrue at the rate of 12% per annum (1% per month) and be added to any balance remaining unpaid sixty (60) days after the statement date.

V. Office Resources

Office space for attorney and support staff will be provided at the Shoreline District Court as shown on the floor plan, Attachment A.

The City will provide one office desk, chair, printer/fax and one file cabinet. Internet and phone service and charges are the firm's or individual's responsibility.

The individuals or firms selected prosecute all defendants unless the Rules of Professional Responsibility prohibit representation of the City.

Representation will extend through final disposition and shall include any appeals filed and post conviction probation violations or sentence notification; or 60 days after a defendant has failed to appear at a mandatory hearing. Cases filed prior to contract term expiration will continue to be managed through final disposition, using the terms and conditions of the contract, regardless of date of final disposition.

Representation shall include defense of all counts arising from a single transaction or event and or charged in a single complaint.

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N. Shoreline, WA 98133 ♦ (206) 546-1700 ♦ Fax (206) 546-2200

Contract No. _____

Firm Name: _____

Mailing Address: _____

Invoice No.: _____	Invoice Date: _____
Amount of Invoice \$ _____	

Contract Expiration Date: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount,	\$	_____
(including amendments)		
Previously Billed	\$	_____
Current Invoice Request	\$	_____
Total Payments Requested to date	\$	_____
Contract Balance Remaining	\$	_____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Attorney Signature

<i>For Department Use Only</i>	
Approved for Payment: _____	
_____ City of Shoreline	Date: _____

EXHIBIT C
CITY OF SHORELINE

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Agency

_____ Individual/Proprietor _____ Other (please explain)

TIN # ____ - ____ - ____

SS # ____ - ____ - ____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)